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**State:** District of Columbia **Filing Company:** Star Insurance Company  
**TOI/Sub-TOI:** 17.2 Other Liability-Claims Made Only/17.2010 Employment Practices Liability  
**Product Name:** Star-MU-ARAD-EPLI Forms-Withdraw-1116  
**Project Name/Number:** Star-MU-ARAD-EPLI Forms-Withdraw-1116/Star-MU-ARAD-EPLI Forms-Withdraw-1116

## Filing at a Glance

Company: Star Insurance Company  
Product Name: Star-MU-ARAD-EPLI Forms-Withdraw-1116  
State: District of Columbia  
TOI: 17.2 Other Liability-Claims Made Only  
Sub-TOI: 17.2010 Employment Practices Liability  
Filing Type: Form  
Date Submitted: 11/07/2016  
SERFF Tr Num: MEAD-130795747  
SERFF Status: Assigned  
State Tr Num:  
State Status:  
Co Tr Num: STAR-MU-ARAD-EPLI FORMS-WITHDRAW-1116  
  
Effective Date: 01/01/2017  
Requested (New):  
Effective Date: 01/01/2017  
Requested (Renewal):  
Author(s): Louis Sugarman  
Reviewer(s): Angela King (primary)  
Disposition Date:  
Disposition Status:  
Effective Date (New):  
Effective Date (Renewal):

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## General Information

Project Name: Star-MU-ARAD-EPLI Forms-Withdraw-1116 Status of Filing in Domicile: Authorized  
Project Number: Star-MU-ARAD-EPLI Forms-Withdraw-1116 Domicile Status Comments: We desk-file this withdrawal in Michigan for recordkeeping.  
Reference Organization: n/a Reference Number:  
Reference Title: Advisory Org. Circular:  
Filing Status Changed: 11/10/2016  
State Status Changed: Deemer Date:  
Created By: Louis Sugarman Submitted By: Louis Sugarman  
Corresponding Filing Tracking Number: n/a  
Filing Description:  
Dear Sir or Madam:

Star Insurance Company (Star) writes commercial insurance in your state,

For our Auto Dismantlers, Auto Repossessors, and Scrapdealers program, we hereby file to WITHDRAW the enclosed forms.

Sincerely,

Louis Sugarman  
Senior Compliance Analyst  
Star Insurance Company  
248-204-8228

## Company and Contact

### Filing Contact Information

Louis Sugarman, Sr. Compliance Analyst lsugarman@meadowbrook.com  
26255 American Drive 248-204-8228 [Phone]  
Southfield, MI 48034 248-358-1614 [FAX]

### Filing Company Information

Star Insurance Company	CoCode: 18023	State of Domicile: Michigan
26255 American Drive	Group Code: 748	Company Type: property and
Southfield, MI 48034	Group Name: Meadowbrook	casualty
(248) 358-1100 ext. [Phone]	FEIN Number: 38-2626205	State ID Number:

## Filing Fees

Fee Required? No  
Retaliatory? No  
Fee Explanation:

SERFF Tracking #:

MEAD-130795747

State Tracking #:

Company Tracking #:

STAR-MU-ARAD-EPLI FORMS-  
WITHDRAW-1116

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## Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data		Readability Score	Attachments
1		Employment Practices Liability Insurance Coverage Endorsement	5000 GL	0810	PCF	Withdrawn	Previous Filing Number:	MEAD-129934853		5000 GL 0810 Employment Practices Liability Insurance Coverage Endorsement - WITHDRAW.pdf
							Replaced Form Number:			
2		Commercial EPLI Coverage Supplemental Declarations	5001 GL	0610	DEC	Withdrawn	Previous Filing Number:	MEAD-129934853		5001 GL 0610 Commercial EPLI Coverage Supplemental Declarations - WITHDRAW.pdf
							Replaced Form Number:			
3		Supplemental Extended Reporting Period Endorsement	5002 GL	0610	END	Withdrawn	Previous Filing Number:	MEAD-129934853		5002 GL 0610 Supplemental Extended Reporting Period Endorsement - WITHDRAW.pdf
							Replaced Form Number:			
4		Employment Practices Liability Insurance - Supplemental Application	5017 GL	0610	ABE	Withdrawn	Previous Filing Number:	MEAD-129934853		5017 GL 0610 Employment Practices Liability Insurance - Supplemental Application - WITHDRAW.pdf
							Replaced Form Number:			
5		District of Columbia Changes - WITHDRAW	5850 GL	0315	END	Withdrawn	Previous Filing Number:	MEAD-129934853		5850 GL 0315 [EPLI] District of Columbia Changes - WITHDRAW.pdf
							Replaced Form Number:			

### Form Type Legend:

<b>ABE</b>	Application/Binder/Enrollment	<b>ADV</b>	Advertising
<b>BND</b>	Bond	<b>CER</b>	Certificate
<b>CNR</b>	Canc/NonRen Notice	<b>DEC</b>	Declarations/Schedule
<b>DSC</b>	Disclosure/Notice	<b>END</b>	Endorsement/Amendment/Conditions

<b>SERFF Tracking #:</b>	MEAD-130795747	<b>State Tracking #:</b>		<b>Company Tracking #:</b>	STAR-MU-ARAD-EPLI FORMS-WITHDRAW-1116
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<b>ERS</b>	Election/Rejection/Supplemental Applications	<b>OTH</b>	Other
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**THIS IS A CLAIMS-MADE AND REPORTED COVERAGE ENDORSEMENT.**

**EMPLOYMENT PRACTICES LIABILITY  
INSURANCE COVERAGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**WITHDRAW**

Throughout this Coverage Endorsement (hereinafter referred to as “EPL Coverage”), the words “you” and “your” refer to the “named insured(s)” shown in the Supplemental Declarations of this EPL Coverage and any other person(s) or organization(s) qualifying as a “named insured” under this EPL Coverage. The words “we”, “us” and “our” refer to the company providing this insurance.

The word “insured” means any person or organization qualifying as such under SECTION III. WHO IS AN INSURED.

Other words and phrases that appear in “quotations” have special meaning. Refer to SECTION VII. DEFINITIONS.

The terms and conditions of the Cancellation Clause of the Common Policy Conditions and any amendment to such terms incorporated by endorsement are hereby incorporated herein and shall apply to coverage as is afforded by this EPL Coverage, unless specifically stated otherwise in an endorsement(s) attached hereto.

**SECTION I. WHAT IS COVERED**

**A. Insuring Agreement**

1. “We” shall pay those “losses” arising out of an “insured’s” “wrongful employment act” (other than a “third party violation”) against “your” “employees”, “recognized volunteers” and applicants for employment to which this insurance applies.
2. If coverage for “third party violations” is shown on the Supplemental Declarations, then “we” shall pay those “losses” arising out of an “insured’s” “third party violation”.
3. For coverage to apply under this EPL Coverage, the “wrongful employment act” must commence or take place after the Retroactive Date, but before the end of the “EPL coverage period”. If no Retroactive Date appears on the Supplemental Declarations then the Retroactive Date shall be the date of organization of the “named insured.” A “claim” or “suit” for a “wrongful employment act” must be first made against “you” during the “EPL coverage period” or Extended Reporting Periods (if applicable) and reported to “us” pursuant to the terms of this EPL Coverage.
4. A “claim” or “suit” by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:
  - a. When written notice of such “claim” or “suit” is received and recorded by any “insured” or by “us”, whichever comes first; or

- b. When “we” make any settlement in accordance with the terms of this EPL Coverage.

**B. Defense**

1. “We” have the right and duty to defend and appoint an attorney to defend any “claim” or “suit” brought against any “insured” for a “wrongful employment act” to which this insurance applies, even if the “claim” or “suit” is groundless or fraudulent.

At the time a “claim” or “suit” is first reported to “us”, “you” may request that “we” appoint a defense attorney of “your” choice. “We” will give full consideration to any such request.
2. “We” have the right to investigate and settle any “claim” or “suit” that “we” believe is proper. “You” shall be entitled to consent to such settlement, provided “your” consent is not unreasonably withheld and is provided as soon as practicable.

If “you” refuse to consent to any settlement that “we” recommend and that is acceptable to the claimant, then “our” liability under this EPL Coverage for such “claim” or “suit” shall not exceed the amount for which we could have settled had “your” consent not been withheld at the time of “our” recommendation. “You” shall thereafter negotiate and defend that “claim” or “suit” at “your” own cost and without “our” involvement.
3. “We” shall pay all reasonable costs “we” ask the “insured” to incur while helping “us” investigate or defend a “claim” or “suit”. “We”, however, will

not pay more than \$250 per day for earnings lost by the “insured” because of time taken off from work.

4. “We” shall pay premiums for appeal bonds, or bonds to release property being used to secure a legal obligation, for a covered “suit”. “We” shall only pay, however, for bonds valued up to “our” EPL Aggregate Limit of Liability. “We” shall have no obligation to appeal or to obtain these bonds.
5. Payments for “defense costs” are included within the EPL Aggregate Limit of Liability. They are not in addition to the EPL Aggregate Limit of Liability. “Our” duty to defend or to make payment of any “claim” or “suit” pursuant to Paragraphs 1. through 4. of this Clause B., ends after the EPL Aggregate Limit of Liability has been exhausted by payment of “loss”, including “defense costs”.
6. “We” shall pay all interest on that amount of any judgment within the EPL Aggregate Limit of Liability:
  - a. Which accrues after entry of judgment; and
  - b. Before “we” pay, offer to pay, or deposit in court that part of the judgment within the EPL Aggregate Limit of Liability.

These interest payments shall be in addition to and not part of the EPL Aggregate Limit of Liability.

#### **C. Transfer of Control**

1. “You” may take over control of any outstanding “claim” or “suit” previously reported to “us”, but only if “we”, in “our” sole discretion, decide that you should, or if a court orders “you” to do so.
2. Notwithstanding Paragraph 1. of this Clause C., in all events, if the EPL Aggregate Limit of Liability is exhausted, “we” will notify “you” of all outstanding “claims” or “suits” and “you” will take over control of the defense. “We” will help transfer control of the “claims” and “suits” to “you”.
3. “We” shall take whatever steps are necessary to continue the defense of any outstanding “claim” or “suit” and avoid a default judgment during the transfer of control to “you”. If “we” do so, “we” shall not waive or give up any of “our” rights. “You” shall pay all reasonable expenses “we” incur for taking such steps after the EPL Aggregate Limit of Liability is exhausted.

dishonest, fraudulent, criminal or malicious act until such time as the “insured” is determined to have committed such dishonest, fraudulent, criminal or malicious act;

The “wrongful employment act(s)” of an “insured” shall not be imputed to any other “insured” for the purpose of determining the applicability of this Exclusion A.;

#### **B. “Property Damage”**

Any liability arising out of “property damage”;

#### **C. “Bodily Injury”**

Any liability arising out of “bodily injury”;

#### **D. Worker’s Compensation, Social Security and Unemployment, Disability and Retirement Benefits**

Any liability arising out of any obligation pursuant to any worker’s compensation, disability benefits, unemployment compensation, unemployment insurance, retirement benefits, social security benefits or similar law. This exclusion, however, shall not apply to “loss” arising from a “claim” or “suit” for “retaliation”;

#### **E. Contractual Liability**

Any liability arising out of any actual or alleged contractual liability of any “insured” under any express contract or agreement. This exclusion, however, shall not apply to any liability the “insured” would have in the absence of such express contract or agreement;

#### **F. ERISA, FLSA, NLRA, WARN, COBRA, and OSHA**

Any liability for violation(s) of any of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974, the Fair Labor Standards Act (except the Equal Pay Act), the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act, the Occupational Safety and Health Act, any rules or regulations of the foregoing promulgated thereunder, and amendments thereto or any similar federal, state, local or foreign statutory law or common law.

It is acknowledged that “claims” and “suits” for violation(s) of any of the responsibilities, obligations or duties imposed by “similar federal, state, local or foreign statutory law or common law,” as such quoted language is used in the immediately-preceding paragraph, include, without limitation, any and all “claims” and “suits” which in whole or in part allege, arise out of, are based upon, are attributable to, or are in any way related to any of the circumstances described in any of the following:

1. The refusal, failure or inability of any “insured(s)” to pay wages or overtime pay (or amounts representing such wages or overtime pay) for services rendered or time spent in connection with work related activities (as opposed to tort-based back pay or front pay damages for torts other than conversion);

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## **SECTION II. EXCLUSIONS–WHAT IS NOT COVERED**

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This insurance does not apply to:

### **A. Criminal Acts**

Any liability arising out of any dishonest, fraudulent, criminal, or malicious act by or at the direction of any “insured”. However, to the extent that a “claim” or “suit” is otherwise covered under this EPL Coverage “we” will defend a “claim” or “suit” asserting a

2. Improper deductions from pay taken by any “insured(s)” from any “employee(s)” or purported employee(s); or
3. Failure to provide or enforce legally required meal or rest break periods;

Notwithstanding the foregoing, this Exclusion F. shall not apply to the extent that a “claim” or “suit” is for “retaliation”;

#### **G. Prior Knowledge**

Any liability arising out of incidents, circumstances or “wrongful employment acts”, which an “insured”

1. Had knowledge of; or
2. Could have reasonably foreseen might result in a “claim” or “suit”

and which were known to the “insured” prior to the effective date of this EPL Coverage or the first EPL Coverage issued by “us” of which this EPL Coverage is an uninterrupted renewal;

#### **H. Prior Notice**

Any liability arising out of the facts alleged, or to the same or “related wrongful employment acts” alleged or contained in any “claim” or “suit” which has been reported, or in any circumstances of which notice has been given, under any policy of which this EPL Coverage is a renewal or replacement or which it may succeed in time;

#### **I. Prior Litigation**

Any liability arising out of any prior

1. Litigation; or
2. Administrative or regulatory proceeding or investigation

of which an “insured” had notice, or alleging the same or “related wrongful employment acts” alleged or contained in such pending or prior litigation or administrative or regulatory proceeding or investigation which the “insured” had knowledge of prior to the effective date of this EPL Coverage or the first EPL Coverage issued by “us” of which this EPL Coverage is an uninterrupted renewal.

If “you” are shown in the Supplemental Declarations of this EPL Coverage as a partnership or joint venture, “you” are an “insured”. “Your” members, partners or co-venturers and their spouses or “Domestic Partners” are also “insureds”, but only for the conduct of “your” business.

#### **D. Limited Liability Company**

If “you” are shown in the Supplemental Declarations of this EPL Coverage as a limited liability company, “you” are an “insured.” “Your” members are also “insureds”, but only with respect to the conduct of “your” business. “Your” managers are “insureds”, but only with respect to their duties as “your” managers.

#### **E. Trusts**

If “you” are shown in the Supplemental Declarations of this EPL Coverage as a trust, “you” are an “insured”. “Your” trustees are also “insureds”, but only with respect to their duties as trustees.

#### **F. “Employees”**

“Your” “employees”, executive officers and directors are “insureds”, only for the conduct of “your” business within the scope of their employment or their duties as executive officers or directors.

#### **G. Extensions**

1. Subject otherwise to the terms hereof, this EPL Coverage shall cover “loss” arising from any “claims” or “suits” made against the estates, heirs, or legal representative of deceased individual “insureds”, and the legal representatives of individual “insureds”, in the event of incompetency, who were individual “insureds” at the time the “wrongful employment acts”, upon which such “claims” or “suits” are based, were committed.
2. Subject otherwise to the terms hereof, this EPL Coverage shall cover “loss” arising from all “claims” and “suits” made against the lawful spouse (whether such status is derived by reason of statutory law, common law or otherwise of any applicable jurisdiction in the world) or “Domestic Partner” of an individual “insured”, including a “claim” or “suit” that seeks damages recoverable from marital community property, property jointly held by the individual “insured” and the spouse or “Domestic Partner”, or property transferred from the individual “insured” to the spouse or “Domestic Partner”; provided, however, that this extension shall not afford coverage for a “claim” or “suit” arising out of any “wrongful employment act” of the spouse or “Domestic Partner”, but shall apply only to “claims” or “suits” arising out of any “wrongful employment acts” of an individual “insured”, subject to this EPL Coverage’s terms, conditions and exclusions.

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### **SECTION III. WHO IS AN INSURED**

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#### **A. Individual**

If “you” are shown in the Supplemental Declarations of this EPL Coverage as an individual, “you” and “your” spouse or “Domestic Partner” are “insureds”, only for the conduct of a business of which “you” are the sole owner.

#### **B. Corporation**

If “you” are shown in the Supplemental Declarations of this EPL Coverage as a corporation or organization other than a partnership, joint venture, or limited liability company, “you” and “your” “subsidiaries” are “insureds”.

#### **C. Partnership or Joint Venture**

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**SECTION IV. LIMIT OF LIABILITY**  
**(including “defense costs”)**

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- A. The EPL Aggregate Limit of Liability shown in the Supplemental Declarations of this EPL Coverage and the information contained in this section limits the most “we” shall pay for all “loss” (other than post-judgment interest described in Section I., Clause B., Paragraph 6.) arising out of “claims” and “suits” first made against “insureds” during the “EPL coverage period” or Extended Reporting Periods (if applicable), regardless of:
1. The number of persons or organizations covered by this EPL Coverage; or
  2. The number of “claims” made or “suits” brought; or
  3. The length of the “EPL coverage period”.
- B. The EPL Aggregate Limit of Liability is the most “we” shall pay for all “losses” (other than post-judgment interest described in Section I., Clause B., Paragraph 6.), including amounts incurred for “defense costs”.
- C. The EPL Aggregate Limit of Liability for the Extended Reporting Periods (if applicable) shall be part of, and not in addition to the EPL Aggregate Limit of Liability for the “EPL coverage period”.
- D. All “claims” and “suits” arising from the same or “related wrongful employment acts” shall be treated as arising out of a single “wrongful employment act”.
- E. All “claims” or “suits” arising out of one “wrongful employment act” shall be deemed to be made on the date that the first such “claim” is made or “suit” is brought. All “claims” asserted in a “class action suit” will be treated as arising out of a single “wrongful employment act”.
- F. Any “claim” or “suit” which is made subsequent to the “EPL coverage period” or Extended Reporting Periods (if applicable) which, pursuant to Section VI., Clause D., Paragraphs 3. and 4. is considered made during the “EPL coverage period” or Extended Reporting Periods (if applicable) shall also be subject to the one EPL Aggregate Limit of Liability stated in the Supplemental Declarations of this EPL Coverage.

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**SECTION V. DEDUCTIBLE**

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“You” shall be responsible for the deductible amount shown in the Supplemental Declarations of this EPL Coverage with respect to each “claim” and “suit” and “you” may not insure against it. A single deductible amount shall apply to “loss” arising from all “claims” and “suits” alleging the same “wrongful employment act” or “related wrongful employment acts”. Expenses “we” incur in investigating, defending and settling “claims” and “suits” are included in the deductible. The deductible is not included within the EPL Aggregate Limit of Liability.

At our option, “we” may pay any part or all of the EPL Deductible Amount to effect settlement of any “claim” or “suit” and upon notification of the action taken, “you” shall promptly reimburse “us” for such part of the deductible that has been paid by “us”.

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**SECTION VI. CONDITIONS**

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“We” have no duty to provide coverage under this EPL Coverage, unless there has been full compliance with all the Conditions contained in this EPL Coverage.

**A. Assignment**

The interest of any “insured” is not assignable. “You” cannot assign or transfer “your” interest in this EPL Coverage without “our” written consent attached to the EPL Coverage.

**B. Bankruptcy or Insolvency**

“Your” bankruptcy, insolvency or inability to pay, will not relieve “us” from the payment of any “claim” or “suit” covered by this EPL Coverage.

Under no circumstances will “your” bankruptcy, insolvency, or inability to pay require “us” to drop down, in any way replace, or assume any of “your” obligations with respect to the Deductible provisions of this EPL Coverage.

**C. Coverage Territory**

“We” cover “wrongful employment acts” anywhere in the world, but only if the “claim” is made and the “suit” is brought for such “wrongful employment act” in the United States of America, its territories and possessions, Puerto Rico, or Canada.

**D. Duties in the Event of an Incident, “Claim” or “Suit”**

1. If, during the “EPL coverage period”, incidents or events occur which “you” reasonably believe may give rise to a “claim” or “suit” for which coverage may be provided hereunder, such belief being based upon either written notice from the potential claimant or the potential claimant’s representative; or notice of a complaint filed with EEOC, DOL or OFCCP (or similar federal, state or local agency); or upon an oral “claim”, allegation or threat, “you” shall give written notice to “us” as soon as practicable and either:

- a. Anytime during the “EPL coverage period”; or
- b. Anytime during the Extended Reporting Periods (if applicable).

2. If a “claim” is made or a “suit” is brought against any “insured”, “you” must:

- a. Immediately record the specifics of the “claim” or “suit” and the date received; and
- b. Provide “us” with written notice, as described in Paragraph 3. of this Clause D., as soon as practicable.



3. Such written notice of “claim” or “suit” shall contain:

- a. The identity of the person(s) alleging a “wrongful employment act”;
- b. The identity of the “insured(s)” who allegedly were involved in the incidents or events;
- c. The date the alleged incidents or events took place; and
- d. The written notice or a memorandum of the oral “claim”, allegation or threat referred to above.

If written notice is given to “us” during the “EPL coverage period” or Extended Reporting Periods (if applicable), pursuant to the above requirements, then any “claim” or “suit” which is subsequently made against any “insureds” and reported to “us” alleging, arising out of, based upon or attributable to such circumstances or alleging any “related wrongful employment act” to such circumstances, shall be considered made at the time such notice of such circumstances was first given.

4. If “you” submit written notice of a “claim” or “suit”, pursuant to this Clause D., then any “claim” or “suit” that may subsequently be made against an “insured” and reported to “us” alleging the same or a “related wrongful employment act” to the “claim” or “suit” for which such notice has been given shall be deemed, for the purpose of this insurance, to have been first made during the “EPL coverage period” or Extended Reporting Period (if applicable) in effect at the time such written notice was first submitted to “us”.
5. “You” and any other “insured” must:
- a. Immediately send “us” copies of any demands, notices, summonses or legal papers received in connection with any “claim” or “suit”;
  - b. Authorize “us” to obtain records and other information;
  - c. Cooperate with “us” in the investigation, settlement or defense of the “claim” or “suit”;
  - d. Assist “us”, upon “our” request, in the enforcement of any right against any person or organization which may be liable to the “insured” because of injury or damage to which this insurance may also apply;
  - e. Take no action, or fail to take any required action, that prejudices the rights of the “insureds” or “us” with respect to such “claim” or “suit”.
6. No “insureds” will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without “our” prior written consent.

**E. Transfer of Rights of Recovery Against Others to “Us”**

“You” may be able to recover all or part of a “loss” from someone other than “us”. “You”, therefore, shall do all that is possible after a “loss” to preserve any such right of recovery. If “we” make a payment under this EPL Coverage, that right of recovery shall belong to “us”. “You” shall do whatever is necessary, including signing documents, to help “us” obtain that recovery.

**F. Extended Reporting Periods**

1. You shall have the right to the Extended Reporting Periods described in Paragraph 2. of this Clause F., in the event that:

- a. “You” or “we” shall cancel this EPL Coverage;
- b. “You” or “we” shall refuse to renew this EPL Coverage; or
- c. “We” renew this EPL Coverage on an other than a claims-made basis or with a Retroactive Date later than the Retroactive Date shown on the Supplemental Declarations of this EPL Coverage;

2. If an event as specified in Paragraph 1. of this Clause F. has occurred, “you” shall have the right to the following:

- a. An Automatic Extended Reporting Period of thirty (30) days after the effective date of cancellation or nonrenewal at no additional premium in which to give to “us” written notice of “claims” first made or “suits” first brought against the “insureds” during said Automatic Extended Reporting Period for any “wrongful employment acts” occurring before the end of the “EPL coverage period” and are otherwise covered by this EPL Coverage; and
- b. Upon payment of an additional premium of 100% of the full annual premium applicable to this EPL Coverage, a Supplemental Extended Reporting Period of one (1) year immediately following the effective date of cancellation or nonrenewal in which to give to “us” written notice of “claims” first made or “suits” first brought against the “insureds” during said Supplemental Extended Reporting Period for any “wrongful employment acts” occurring before the end of the “EPL coverage period” and are otherwise covered by this EPL Coverage.

To obtain the Supplemental Extended Reporting Period, “you” must request it in writing and pay the additional premium due, within thirty (30) days of the effective date of cancellation or nonrenewal. The additional premium for the Supplemental Extended Reporting Period shall be fully earned at the inception of the Supplemental Extended Reporting Period. If “we” do not receive the

written request as required, “you” may not exercise this right at a later date.

This insurance, provided during the Supplemental Extended Reporting Period, is excess over any other valid and collectible insurance that begins or continues in effect after the Supplemental Extended Reporting Period becomes effective, whether the other insurance applies on a primary, excess, contingent, or any other basis.

#### **G. Change in Control of “Named Insured”**

In the event of a “Transaction” then this EPL Coverage shall continue in full force and effect as to “wrongful employment acts” occurring prior to the effective time of the “Transaction”, but there shall be no coverage afforded by any provision of this EPL Coverage for any actual or alleged “wrongful employment acts” occurring after the effective time of the “Transaction”. This EPL Coverage may not be cancelled after the effective time of the “Transaction” and the entire premium for this EPL Coverage shall be deemed earned as of such time. “You” shall also have the right to the Extended Reporting Periods described in Clause F. of this Section VI.

“You” shall give “us” written notice of the “Transaction” as soon as practicable, but not later than thirty (30) days after the effective date of the “Transaction”.

#### **H. Legal Action Against “Us”**

No person or organization has the right to join “us” as a party or otherwise bring “us” into a “suit” asking for damages from an “insured”.

#### **I. Other Insurance**

Unless expressly written to be excess over other applicable insurance, it is intended that the insurance provided by this EPL Coverage shall be primary.

#### **J. EPL Coverage Changes**

This EPL Coverage contains all the agreements between “you” and “us” concerning this insurance. The first “named insured” in the Supplemental Declarations of this EPL Coverage is authorized to request changes in this EPL Coverage. This EPL Coverage can only be changed by a written endorsement “we” issue and make part of this EPL Coverage.

#### **K. Representations**

Any and all relevant provisions of this EPL Coverage may be voidable by “us” in any case of fraud, intentional concealment, or misrepresentation of material fact by any “insured”.

#### **L. Special Rights and Duties of the First “Named Insured”**

“You” agree that when there is more than one person and/or entity covered under this EPL Coverage, the first “named insured” in the Supplemental Declarations of this EPL Coverage shall act on behalf of all “insureds” as to:

1. Giving of notice of a “claim” or “suit”;
2. Giving and receiving notice of cancellation or nonrenewal;
3. Payment of premiums and receipt of return premiums;
4. Acceptance of any endorsements issued to form a part of this EPL Coverage; or
5. Purchasing or deciding not to purchase the Supplemental Extended Reporting Period.

#### **M. Separation of Insureds**

Except with respect to the EPL Aggregate Limit of Liability and any rights or duties specifically assigned to the first “named insured” in Clause M. of this Section VI, this insurance applies:

1. As if each “named insured” were the only “named insured”; and
2. Separately to each insured against whom a “claim” or “suit” is made.

#### **N. Tie-In of Limits**

As respects any “claim” or “suit” in which at least one person/entity claimed against is an “insured” under this EPL Coverage and at least one person/entity claimed against is an insured under any other EPL Coverage issued to “you” by “us” (the “Other Policy”), the combined EPL Aggregate Limit of Liability under both this EPL Coverage and the Other Policy for all “losses” arising from such “claims” or “suits” combined shall not exceed the highest applicable limit of insurance under either this EPL Coverage or the Other Policy. This limitation shall apply even if both this EPL Coverage and the Other Policy have been triggered due to a “claim” or “suit” made against the same person/entity but alleging “wrongful employment acts” both in his, her or its capacity as an insured under the “Other policy” and as an “insured” under this EPL Coverage.

#### **O. Headings**

The descriptions in the headings of this EPL Coverage are solely for convenience, and form no part of the terms and conditions of coverage.

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### **SECTION VII. DEFINITIONS**

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- A. “Bodily injury” means physical injury, sickness, or disease, including death resulting therefrom.
- B. “Claim” means a written demand for monetary and non-monetary relief (including any request to toll or waive any statute of limitations). The term “claim” shall also mean an Equal Employment Opportunity Commission (EEOC), Department of Labor (DOL) or Office of Federal Contract Compliance Program (OFCCP) (or similar federal, state or local agency) proceeding or investigation commenced by the filing of a notice of charges, service of a complaint or similar document of which notice has been given to “you”. However, in no event, shall the term “claim”

include any labor or grievance proceeding, which is subject to a collective bargaining agreement.

- C. "Class action suit" means any suit seeking certification or certified as a class action by a federal or state court.
- D. "Defense costs" means reasonable and necessary fees, costs and expenses consented to by "us" resulting solely from the investigation, adjustment, defense and appeal of a "claim" or "suit" against "you". In no event shall "Defense Costs" include "your" or "our" routine on-going expenses, including, without limitation, the salaries of "your" or "our" "employees", officers or staff attorneys.
- E. "Domestic partner" means any natural person legally recognized as a domestic or civil union partner under:

1. The provisions of any applicable federal, state or local law; or
2. The provisions of any formal program established by "you".

- F. "Employee" means an individual whose labor or service is engaged by and directed by "you" for remuneration, whether such individual is in a supervisory, co-worker or subordinate position or otherwise, including any part-time, seasonal, and temporary "employees".

An individual who is an independent contractor or leased to "you" shall also be an "employee". Independent contractors who do not provide ongoing and routine services solely for "you" shall not be considered "employees", including but not limited to independent trade contractors (e.g. plumber, electrician).

- G. "EPL coverage period" means the period commencing on the effective date shown in the Supplemental Declarations of this EPL Coverage. This period ends on the earlier of the expiration date or the effective date of cancellation of this EPL Coverage. If "you" became an "insured" under this EPL Coverage after the effective date, the "EPL coverage period" begins on the date "you" became an "insured".
- H. "Loss(es)" means monetary amounts to which this insurance applies and which "you" are legally obligated to pay (including front pay and back pay), judgments, settlements, pre- and post-judgment interest on that part of any judgment paid by "us", statutory attorney fees, and "defense costs"; however, "loss" shall not include:
1. Civil or criminal fines or penalties imposed by law;
  2. Taxes;
  3. Employment related benefits, stock options, perquisites, deferred compensation or any other type of compensation other than salary, wages or bonus compensation;
  4. Any liability or costs incurred by any "insured" to modify any building or property in order to make

said building or property more accessible or accommodating to any disabled person, or any liability or costs incurred in connection with any educational, sensitivity or other corporate program, policy or seminar; or

5. Matters which may be deemed uninsurable under the law pursuant to which this EPL Coverage shall be construed.

Where permitted by law, "loss" shall include punitive or exemplary damages imposed upon any "insured" (subject to the policy's other terms, conditions and exclusions).

- I. "Named insured" means the person or organization designated in the Supplemental Declarations page of this EPL Coverage.
- J. "Property damage" means physical injury to, or destruction of, tangible property including the loss of use thereof, or loss of use of tangible property, which has not been physically injured or destroyed.
- K. "Recognized volunteer" means an uncompensated individual who volunteers labor or services to "you", but only when performing such labor or services at the request of and under the direction of "you".
- L. "Related wrongful employment act(s)" means "wrongful employment acts" which are the same, related or continuous, or "wrongful employment acts" which arise from a common nucleus of facts. "Claims" or "suits" can allege "related wrongful employment acts", regardless of whether such "claims" or "suits" involve the same or different claimants, "insureds" or legal causes of actions.
- M. "Retaliation" means a "wrongful employment act" of an "insured" alleged to be in response to, the actual or attempted exercise by an "employee" of any right that such "employee" has under the law. Provided, however, "retaliation" shall not include the "wrongful employment act" of an "insured" alleged to be in response to the threat of or the actual filing of any claim or suit under the Federal False Claims Act or any other federal, state, local or foreign "whistleblower law".
- N. "Subsidiary" means:
1. Any for-profit organization which, on or before the inception of the "EPL coverage period", is more than fifty (50%) percent owned by the "named insured", either directly or indirectly through one or more of its "subsidiaries"; or
  2. A for-profit organization which becomes a "subsidiary" during the "EPL coverage period", but only upon the condition that within ninety (90) days of its becoming a "subsidiary", the "named insured" shall have provided "us" with full particulars of the new "subsidiary" and agreed to any additional premium or amendment of the provisions of this EPL Coverage required by "us" relating to such new "subsidiary". Further, coverage as shall be afforded to the new "subsidiary" is conditioned upon the "named insured" paying when due any additional

premium required by “us” relating to such new “subsidiary”.

An organization becomes a “subsidiary” when the “named insured” owns more than fifty (50%) percent ownership interest in such “subsidiary”, either directly, or indirectly through one or more of its “subsidiaries”. An organization ceases to be a “subsidiary” when the “named insured” ceases to own more than a fifty (50%) percent ownership in such “subsidiary”, either directly, or indirectly through one or more of its “subsidiaries”.

In all events, coverage as is afforded under this EPL Coverage with respect to a “claim” made or “suit” brought against any “subsidiary” or an “insured” of any “subsidiary”, shall only apply to “wrongful employment act(s)” commenced or allegedly commenced after the effective time that such “subsidiary” became a “subsidiary”, and prior to the time that such “subsidiary” ceased to be a “subsidiary”.

O. “Suit” means a civil proceeding or an administrative proceeding seeking money damages, and includes an arbitration, mediation or any other alternative dispute resolution procedure seeking such damages, to which the “insured” must submit or may submit with “our” consent. “Suit” shall not include any civil proceeding or administrative proceeding arising from any labor or grievance dispute which is subject to a collective bargaining agreement.

P. “Third party violation” means any actual or alleged discrimination or sexual harassment against “your” customers, vendors or clients. “Third party violation” shall also include any of the following as it relates to such discrimination or sexual harassment:

1. Violation of an individual's civil rights;
2. Libel;
3. Slander;
4. Humiliation;
5. Mental anguish;
6. Infliction of emotional distress;
7. Defamation; or
8. Invasion of privacy;

Q. “Transaction” means any of the following that occur during the “EPL coverage period”:

1. The “named insured” shall consolidate with or merge into, or sell all or substantially all of its assets to any other person or entity or group of persons or entities acting in concert; or
2. Any person or entity or group of persons or entities acting in concert shall acquire an amount of the outstanding securities representing more than fifty (50%) percent of the voting power for the election of directors or General Partners of the “named insured” (in the event the “named insured” is a Partnership), or acquires the voting rights of such an amount of such securities; or

3. A General Partner of the “named insured” (in the event the “named insured” is a partnership) withdraws, resigns or is terminated;

R. “Whistleblower law” means a statute, rule or regulation, which protects an employee against discrimination from his or her employer, if the employee discloses or threatens to disclose to a superior or any governmental agency; or who gives testimony relating to, any action with respect to the employer's operations, which may be a violation of public policy as reflected in legislation, administrative rules, regulations or decisions, judicial decisions, and professional codes of ethics.

S. “Wrongful employment act(s)” means any actual or alleged:

1. Wrongful dismissal, discharge or termination (either actual or constructive), including breach of an implied contract;
2. Harassment or coercion (including sexual harassment, whether quid pro quo, hostile work environment or otherwise);
3. Discrimination (including but not limited to discrimination based upon age, gender, race, color, national origin, religion, sexual orientation or preference, pregnancy or disability);
4. “Retaliation” (including lockouts);
5. Employment-related misrepresentation(s) to “your” “employee” or applicant for employment with “you”;
6. Employment-related libel, slander, humiliation, mental anguish, infliction of emotional distress, defamation, or invasion of privacy;
7. Wrongful failure to employ or promote;
8. Wrongful deprivation of career opportunity, wrongful demotion or negligent “employee” evaluation, including the giving of negative or defamatory statements in connection with an “employee” reference;
9. Wrongful discipline;
10. Failure to provide or enforce adequate or consistent corporate policies and procedures relating to any “wrongful employment act”;
11. Negligent supervision or hiring by an “insured”, relating to any of the above;
12. Violation of an individual's civil rights relating to any of the above; or
13. “Third party violations”, but only if coverage for “third party violations” is shown on the Supplemental Declarations.

Policy Number:  
Account Number:  
Named Insured:

WITHDRAW

Agent #:

NOTICE

- EXCEPT TO SUCH EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THIS EPL COVERAGE IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS OR SUITS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE EPL COVERAGE PERIOD AND REPORTED IN WRITING TO THE INSURER PURSUANT TO THE TERMS HEREIN. VARIOUS PROVISIONS IN THIS EPL COVERAGE RESTRICT COVERAGE. PLEASE READ THE ENTIRE EPL COVERAGE FORM CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED.
- THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS UNDER THIS EPL COVERAGE SHALL BE REDUCED BY AMOUNTS INCURRED FOR DEFENSE COSTS. AMOUNTS INCURRED FOR DEFENSE COSTS SHALL BE APPLIED AGAINST THE DEDUCTIBLE AMOUNT.

EPL Coverage Period:	From:  To:	At 12:01 A.M. Standard Time at your mailing address shown on the Declarations page of this policy
EPL Aggregate Limit of Liability:	\$	Annual aggregate for all "loss" combined, including "defense costs".
EPL Deductible Amount:	\$	For "loss" arising from claims or suits alleging the same "wrongful employment act" or "related wrongful employment acts".
EPL Retroactive Date:		If no date is shown, "we" will consider the EPL Retroactive Date to be the date of organization of the "named insured". The EPL Retroactive Date will remain the same through all subsequent renewals. No change will be made to the EPL Retroactive Date unless at the sole request of the insured.
EPL Coverage Premium:	\$	EPL Premium for the EPL Coverage Period
Third Party Violations Premium (Optional):	\$	If coverage for "third party violations" has been paid for, the premium will be shown and coverage is in force. Otherwise, there is no coverage available for "third party violations".
TOTAL EPL COVERAGE PREMIUM:		\$

This insurance does not apply to "loss" arising out of a "wrongful employment act" that arises out of incidents or circumstances of which "you" had knowledge prior to the effective date of this EPL Coverage or the first EPL Coverage Form issued by "us" of which this EPL Coverage is an uninterrupted renewal.

# Supplemental Extended Reporting Period Endorsement

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE COVERAGE

# WITHDRAW

## SCHEDULE

**Supplemental Extended Reporting Period Additional Premium:** \$ \_\_\_\_\_

**Supplemental Extended Reporting Period Effective Date:** \_\_\_\_\_ at 12:01 A.M. Standard Time

Pursuant to “your” rights set forth in SECTION VI. CONDITIONS, Clause F., Paragraph 2.b. of the Employment Practices Liability Insurance Coverage, the following provision applies as of the Supplemental Extended Reporting Period Effective Date shown in the above Schedule:

1. The “named insured” shall have a period of one (1) year following the Supplemental Extended Reporting Period Effective Date (shown in the above Schedule) in which to give written notice to “us” of “claims” first made or “suits” first brought against the “insureds” during said one (1) year period for any “wrongful employment acts” occurring on or prior to the Supplemental Extended Reporting Period Effective Date and otherwise covered by this EPL Coverage.
2. Notwithstanding any other provision of this EPL Coverage, the Supplemental Extended Reporting Period shall not provide coverage for any “wrongful employment acts” occurring after the Supplemental Extended Reporting Period Effective Date.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

# Employment Practices Liability Insurance

## Supplemental Application

NOTICES: THE EMPLOYMENT PRACTICES LIABILITY COVERAGE PART/ENDORSEMENT PROVIDES THAT THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS SHALL BE REDUCED BY AMOUNTS INCURRED FOR LEGAL DEFENSE. FURTHER NOTE THAT AMOUNTS INCURRED FOR LEGAL DEFENSE SHALL BE APPLIED AGAINST THE DEDUCTIBLE AMOUNT.

IF AN EMPLOYMENT PRACTICES LIABILITY COVERAGE PART/ENDORSEMENT  
IS ISSUED, IT WILL BE ON A CLAIMS-MADE BASIS.

**INSTRUCTIONS:** The words “you”, “your” and “Applicant” refer to the Named Applicant and all the other entities applying for coverage. If your answer to any question in this Application requires additional space, please complete your answer on an attachment. This Application, its respective attachments, and any other related information or documentation you provide (or indicate is available on a website) will constitute a single “Application”.

1. Named Applicant: \_\_\_\_\_

2. Address of Named Applicant: \_\_\_\_\_  
City: \_\_\_\_\_ Primary State of Operations: \_\_\_\_\_ Zip Code: \_\_\_\_\_

3. Applicant's Primary Nature of Business: \_\_\_\_\_  
Number of Insured Locations: \_\_\_\_\_

4. Please select the Limit of Liability you would like to purchase:

100,000\_\_\_\_\_ \$250,000\_\_\_\_\_ \$500,000\_\_\_\_\_ \$1,000,000\_\_\_\_\_

5. Please select the Deductible you would like to purchase:

\$2,500\_\_\_\_\_ \$5,000\_\_\_\_\_ \$10,000\_\_\_\_\_ \$25,000\_\_\_\_\_ \$50,000\_\_\_\_\_ \*

\* Please note that the minimum Deductible for California risks is \$5K.

6. Would you like your quote to include coverage for claims brought by third party customers and vendors?

Yes\_\_\_\_\_ No\_\_\_\_\_

7. Years of continuous operation: \_\_\_\_\_

8. Has the Insured filed for bankruptcy within the past 5 years or received any negative opinions from an accountant as to its ability to continue as a “going concern”? Yes\_\_\_\_\_ No\_\_\_\_\_

9. Please complete grid below:

A. Number of Employees at Primary Location. If more than 1 location please attach a breakdown by location

	California			Alabama, Alaska, District of Columbia, Florida, Illinois, Michigan, New York or Texas			All Other States		
	Current	Prior	2 <sup>nd</sup> Prior	Current	Prior	2 <sup>nd</sup> Prior	Current	Prior	2 <sup>nd</sup> Prior
Full Time Employees including: Full-time Seasonal , Temporary and									

Leased Employees, Volunteers and Independent Contractors									
<b>Part Time Employees including:</b> Part-time Seasonal , Temporary and Leased Employees, Volunteers and Independent Contractors									

B. Percentage of employees that are: Salaried \_\_\_\_\_% Non-salaried \_\_\_\_\_%

C. Employee turnover summary (by %)

	Last Year	Current Year	Projected
Voluntary Termination			
Involuntary Terminations			
Layoffs			
Other			

D. Are there any staff reductions and/or mergers and acquisitions planned within the next 12 months?  
Yes\_\_\_\_\_ No\_\_\_\_\_ If "Yes", please provide details:

E. What is the percentage of union workers? \_\_\_\_\_%

F. Compensation distribution: \_\_\_\_\_% < \$50,000 \_\_\_\_\_% \$50,000 - \$100,000 \_\_\_\_\_% > \$100,000

10. Does the Applicant utilize an employment handbook, website or written employment materials (such as anti-harassment or anti-discrimination policies) to advise employees of their rights to work free of harassment and discrimination in the workplace? Yes\_\_\_\_\_ No\_\_\_\_\_

If Yes, do employees sign or acknowledge receipt of the handbook? Yes\_\_\_\_\_ No\_\_\_\_\_

A. Are all job applicants required to complete and sign an employment application? Yes\_\_\_\_\_ No\_\_\_\_\_

B. Is there a dedicated Human Resource Department/Function? Yes\_\_\_\_\_ No\_\_\_\_\_

C. Do all employees have written performance evaluations? Yes\_\_\_\_\_ No\_\_\_\_\_

If "Yes", how often? \_\_\_\_\_

D. Do you post all notices required by law? Yes\_\_\_\_\_ No\_\_\_\_\_

11. Has the Applicant implemented a formal procedure for recording and handling employee discrimination and harassment complaints? Yes\_\_\_\_\_ No\_\_\_\_\_

12. Does the Applicant have a policy against harassment, discrimination, and civil rights violations with respect to customers, clients and other third parties? Yes\_\_\_\_\_ No\_\_\_\_\_



13. Are the Applicant's employees trained on the company's anti-harassment and anti-discrimination policies?  
Yes\_\_\_\_\_ No\_\_\_\_\_

**Please Complete the Following for New Business Applicants Only:**

14. Have there been any past or are there any present Claims or Lawsuits alleging an act of harassment, discrimination or wrongful termination against the Applicant, its business, its employees or an executive officer of the Applicant? Yes\_\_\_\_\_ No\_\_\_\_\_ (If Yes, please provide complete details).
15. Have there been any Claims or Lawsuits alleging an act of harassment, discrimination, or violation of civil rights that have been received from customers, clients, and/or third parties within the past three years? Yes\_\_\_\_\_ No\_\_\_\_\_ (If Yes, please provide complete details).
16. Does the Named Applicant, its subsidiaries, or any director, officer or manager of the applicant know of any act, error or omission which could give rise to a claim(s), suit(s) or action(s) under the proposed Employment Practices Liability coverage? Yes\_\_\_\_\_ No\_\_\_\_\_ (If Yes, please provide complete details)

*It is agreed that with respect to Questions 14, 15 and 16 above, if such claim(s), suit(s), investigation(s), action(s), proceeding(s), inquiry, violation, knowledge, information or involvement exists, then such claim(s), suit(s), investigation(s), action(s), proceeding(s) or inquiry and any claim or action arising therefrom or arising from such violation, knowledge, information or involvement is excluded from the proposed coverage.*

17. Has the Applicant ever had an application for employment practices liability coverage declined or have you ever had an employment practices liability policy cancelled or non-renewed?

Yes\_\_\_\_\_ No\_\_\_\_\_

18. Is the applicant currently insured under any Employment Practices Liability insurance policy?

Yes \_\_\_\_\_ No\_\_\_\_\_

Current EPL Carrier: \_\_\_\_\_ Limit:\_\_\_\_\_ Deductible:\_\_\_\_\_ Premium:\_\_\_\_\_

(If Yes, please provide a copy of the Declarations page and the EPL coverage form)

THE UNDERSIGNED AUTHORIZED OFFICER OF THE APPLICANT DECLARES THAT THE STATEMENTS SET FORTH HEREIN ARE TRUE. THE UNDERSIGNED AUTHORIZED OFFICER AGREES THAT IF THE INFORMATION SUPPLIED ON THIS APPLICATION CHANGES BETWEEN THE DATE OF THIS APPLICATION AND THE EFFECTIVE DATE OF THE INSURANCE, HE/SHE (UNDERSIGNED) WILL, IN ORDER FOR THE INFORMATION TO BE ACCURATE ON THE EFFECTIVE DATE OF THE INSURANCE, IMMEDIATELY NOTIFY THE INSURER OF SUCH CHANGES, AND THE INSURER MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS AND/OR AUTHORIZATIONS OR AGREEMENTS TO BIND THE INSURANCE.

SIGNING OF THIS APPLICATION DOES NOT BIND THE APPLICANT OR THE INSURER TO COMPLETE THE INSURANCE, BUT IT IS AGREED THAT THIS APPLICATION SHALL BE THE BASIS OF THE CONTRACT SHOULD AN EMPLOYMENT PRACTICES LIABILITY COVERAGE PART/ENDORSEMENT BE ISSUED, AND THE APPLICATION IS DEEMED TO BE ATTACHED TO AND SHALL BECOME A PART OF THE POLICY.

ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE INSURER IN CONJUNCTION WITH THIS APPLICATION, REGARDLESS OF WHETHER SUCH DOCUMENTS ARE ATTACHED TO THE POLICY, ARE HEREBY INCORPORATED BY REFERENCE INTO THIS APPLICATION AND MADE A PART HEREOF.

THE INSURED REPRESENTS THAT THE INFORMATION FURNISHED IN THIS APPLICATION IS COMPLETE, TRUE AND CORRECT. ANY MISREPRESENTATION, OMISSION, CONCEALMENT OR INCORRECT STATEMENT OF A MATERIAL FACT, IN THIS APPLICATION OR OTHERWISE, SHALL BE GROUNDS FOR THE RESCISSION OF ANY BOND OR POLICY ISSUED.

**NOTICE TO APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR, CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT ACT, WHICH IS A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

**NOTICE TO ARKANSAS AND NEW MEXICO APPLICANTS:** ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT, OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

**NOTICE TO COLORADO APPLICANTS:** IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE, AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE

4

# District of Columbia Changes

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This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE COVERAGE

**SECTION I. WHAT IS COVERED** is amended as follows:

Clause **C. Transfer of Control**, Paragraph 1. is deleted and replaced with the following:

1. "You" may take over control of any outstanding "claim" or "suit" previously reported to "us", but only if "we", in "our" discretion, decide that you should, or if a court orders "you" to do so.

# WITHDRAW

<b>State:</b>	District of Columbia	<b>Filing Company:</b>	Star Insurance Company
<b>TOI/Sub-TOI:</b>	17.2 Other Liability-Claims Made Only/17.2010 Employment Practices Liability		
<b>Product Name:</b>	Star-MU-ARAD-EPLI Forms-Withdraw-1116		
<b>Project Name/Number:</b>	Star-MU-ARAD-EPLI Forms-Withdraw-1116/Star-MU-ARAD-EPLI Forms-Withdraw-1116		

## Supporting Document Schedules

<b>Bypassed - Item:</b>	Readability Certificate
<b>Bypass Reason:</b>	N/A - Withdrawing these forms.
<b>Attachment(s):</b>	
<b>Item Status:</b>	
<b>Status Date:</b>	

<b>Bypassed - Item:</b>	Consulting Authorization
<b>Bypass Reason:</b>	N/A - We file on our own behalf.
<b>Attachment(s):</b>	
<b>Item Status:</b>	
<b>Status Date:</b>	

<b>Bypassed - Item:</b>	Copy of Trust Agreement
<b>Bypass Reason:</b>	N/A.
<b>Attachment(s):</b>	
<b>Item Status:</b>	
<b>Status Date:</b>	

<b>Bypassed - Item:</b>	Expedited SERFF Filing Transmittal Form
<b>Bypass Reason:</b>	N/A.
<b>Attachment(s):</b>	
<b>Item Status:</b>	
<b>Status Date:</b>	